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SUPPLEMENTAL AGREEMENT

Dated as of January 23, 1975

RECORDED INDEX 5957-C FILED IN NO. 973...

between

FEB 6 1975 - 10 35 AM

INTERSTATE COMMERCE COMMISSION

THE BOATMEN'S NATIONAL BANK  
OF ST. LOUIS, ASSIGNEE

and

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

supplementing

CONDITIONAL SALE AGREEMENT (NO. 73)

Dated as of March 1, 1971

between

PULLMAN INCORPORATED  
(PULLMAN-STANDARD DIVISION)

and

ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

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SUPPLEMENTAL AGREEMENT dated as of January 23, 1975, between THE BOATMEN'S NATIONAL BANK OF ST. LOUIS (hereinafter called the Assignee), a National Banking Association organized and existing under the laws of the United States of America, Assignee, party of the first part, and ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY, a corporation duly organized and existing under the laws of the State of Missouri (hereinafter called the Railroad), party of the second part:

WHEREAS, by Conditional Sale Agreement (No. 73) dated as of March 1, 1971 (hereinafter called the Conditional Sale Agreement) between Pullman Incorporated (Pullman-Standard division), (hereinafter called Builder) and the Railroad, there was transferred to the Railroad certain railroad equipment (hereinafter called the Equipment), the full legal title remaining vested in the Builder; and

WHEREAS, by an Agreement and Assignment dated as of March 1, 1971 (hereinafter called the Assignment), between the Builder and the Assignee, all the right, title and interest of the Builder in and to the Equipment and the Conditional Sale Agreement, and the rights,

powers, privileges and remedies thereunder, were assigned, transferred and set over to the Assignee as agent for several investors under an Agreement dated as of March 1, 1971; and

WHEREAS, the Conditional Sale Agreement was filed and recorded with the Interstate Commerce Commission, pursuant to the provisions of Section 20c of the Interstate Commerce Act, on February 24, 1971, at 4:15 P.M., assigned Recordation Number 5957; as amended by Amendment Agreement dated as of March 1, 1971, filed and recorded on June 17, 1971, at 9:35 A.M., assigned Recordation Number 5957-A. The Assignment was filed and recorded on June 17, 1971, at 9:35 A.M., assigned Recordation Number 5957-B; and

WHEREAS, the Railroad pursuant to Article 3 of the Conditional Sale Agreement has heretofore paid over to the Assignee an amount in cash equal to the then value (as defined in the Conditional Sale Agreement) of certain units of the Equipment specifically described in the Conditional Sale Agreement which have become worn out, lost, destroyed or irreparably damaged; and

WHEREAS, pursuant to the provisions of Article 8 of the Conditional Sale Agreement, there has been filed with the Assignee the Railroad's written direction that the cash paid to the Assignee as aforesaid be applied to or toward the cost of the kind and number of units of new standard gauge railroad equipment, other than work or passenger

equipment, described in Exhibit A hereto attached (hereinafter called New Equipment); and

WHEREAS, the Railroad has delivered to the Assignee the certification and the opinion of counsel required by the provisions of Article 8 of the Conditional Sale Agreement;

NOW, THEREFORE, THIS SUPPLEMENTAL AGREEMENT WITNESSETH:

The New Equipment, title to which shall be vested in the Assignee by reason of a Bill of Sale from the Railroad, the builder and vendor thereof, to the Assignee, shall be deemed part of the Equipment, subject to all the terms and conditions of the Conditional Sale Agreement in all respects as though it had been part of the original Equipment included thereunder.

This Supplemental Agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.


IN WITNESS WHEREOF, the Assignee, acting in accordance with the terms and conditions of the Conditional Sale Agreement, and the Railroad, pursuant to due corporate authority, have caused these presents to be signed in their respective corporate names by their respective officers thereunto duly authorized and their respective

corporate seals to be hereunto affixed, duly attested, as of the  
day and year first above written.

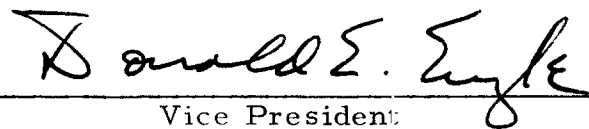
THE BOATMEN'S NATIONAL BANK OF ST.  
LOUIS, Assignee, as aforesaid

By   
Vice President

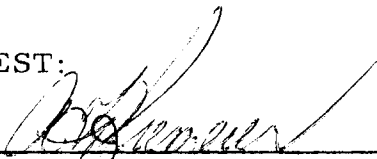
ATTEST:



ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY

By   
Vice President

ATTEST:

  
Assistant Secretary

STATE OF MISSOURI )  
 ) ss.  
CITY OF ST. LOUIS )

On this 31st day of January, 1975,  
before me personally appeared MARVIN A. MUELLER, to  
me personally known, who, being by me duly sworn, says that he is a  
Vice President of The Boatmen's National Bank of St. Louis; that one  
of the seals affixed to the foregoing instrument is the corporate seal  
of said national banking association and that said instrument was signed  
and sealed on behalf of said national banking association by authority  
of its Board of Directors and he acknowledged that the execution of the  
foregoing instrument was the free act and deed of said national banking  
association.

Ruth M. Farrell  
Notary Public Ruth M. Farrell

My Commission expires: MAY 16 1976

STATE OF MISSOURI )  
 ) ss.  
CITY OF ST. LOUIS )

On this 22nd day of January, 1975, before  
me personally appeared Donald S. Langer, to  
me personally known, who, being by me duly sworn, says that he is a  
Vice President of St. Louis-San Francisco Railway Company; that one  
of the seals affixed to the foregoing instrument is the corporate seal  
of said corporation; that said instrument was signed and sealed on  
behalf of said corporation by authority of its Board of Directors and  
he acknowledged that the execution of the foregoing instrument was  
the free act and deed of said corporation.

Mary L. Allhoff  
Notary Public Mary L. Allhoff

My Commission expires: AUG 1976

Commissioned within and for the County of St. Louis, Missouri,  
which adjoins City of St. Louis, Missouri, where this act was  
performed.

## EXHIBIT A

<u>No of Units</u>	<u>Railroad's Nos.</u>	<u>Description</u>	<u>Cost Per Unit</u>	<u>Total Cost</u>
2	SLSF 1724- SLSF 1725, Incl.	All steel pool caboose equipped with radio and cushion underframe	\$25,626.68	\$51,253.36
1	SLSF 1413	All steel local caboose	\$17,758.06	\$17,758.06